

Angela Z. Miller, Esq.
Phillips Lytle LLP
437 Madison Avenue, 34th Floor
New York, New York 10022
Tel. 212-759-4888
Fax. 212-308-9079

-and-

3400 HSBC Center
Buffalo, New York 14203
Tel. 716-847-8400
Fax. 716-852-6100

Attorneys for Toro Energy of Indiana, LLC
and Toro Energy of Michigan, LLC

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re Chapter 11

General Motors Corp., et al.,

Case No. 09-50026 (REG)
(Jointly Administered)

Debtors.

**AMENDMENT TO LIMITED OBJECTION OF TORO ENERGY OF
INDIANA, LLC AND TORO ENERGY OF MICHIGAN, LLC
TO THE NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND
ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES
OF PERSONAL PROPERTY AND UNEXPIRED LEASES
OF NONRESIDENTIAL REAL PROPERTY AND
(II) CURE AMOUNTS RELATED THERETO**

Toro Energy of Indiana, LLC (“Toro Indiana”) and Toro Energy of Michigan, LLC (“Toro Michigan”) (collectively, “Toro Energy”), by their undersigned counsel, hereby amend (“Amendment”) their limited objection (“Objection”) [Docket No. 2160] to the Notice of (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of

Personal Property and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto dated June 5, 2009 ("Notice")¹ as follows:

1. Following Toro Energy's filing of the Objection, it received two additional Notices relating to purported Assumable Executory Contracts. Similar to the Notices discussed in the Objection, these new Notices do not state a cure amount and give inadequate information for Toro Energy to properly identify the relevant contract(s). Pursuant to this Amendment, Toro Energy includes these new Notices in its Objection and objects to the new Notices on all grounds set forth in the Objection.

2. Additionally, Toro Energy reserves all of its rights with respect to any further Notices it may receive from the Debtors. To the extent that Toro Energy receives any additional Notices from the Debtors, this Amendment provides notice to the Debtors that such Notices are included in the Objection and objected to by Toro Energy on all grounds set forth in the Objection.

3. Any reply to this Amendment or the Objection should be served upon Phillips Lytle LLP, 3400 HSBC Center, Buffalo, New York 14203, Attn: Angela Z. Miller, Esq.

4. Toro Energy reserves the right (a) to amend, supplement, or otherwise modify this Amendment and the Objection and all attachments and exhibits hereto as necessary or proper; and (b) to raise such other and further objections to any proposed assumption and assignment, and/or the Cure Amount with respect to the proposed assumption and assignment of the Toro Contracts.

¹ Capitalized terms not expressly defined herein have the meaning ascribed to them in the Objection.

WHEREFORE, Toro Energy respectfully requests that the Court enter an Order

- (a) sustaining this Amendment and the Objection in their entirety and overruling the Notice to the extent it requests relief inconsistent with this Amendment and the Objection, and
- (b) providing Toro Energy with such other and further relief as is appropriate.

Dated: June 26, 2009
Buffalo, New York

PHILLIPS LYTLE LLP

By /s/ Angela Z. Miller

Angela Z. Miller

Allan L. Hill

Attorneys for Toro Energy of Indiana, LLC
and Toro Energy of Michigan, LLC
Suite 3400
One HSBC Center
Buffalo, New York 14203-2887
Telephone No. (716) 847-8400
and
437 Madison Avenue, 34th Floor
New York, New York 10022
Tel. 212-759-4888

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